


EXHIBIT 1




(This document has been
redacted in its entirety)

EXHIBIT 2




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Monday, March 14, 2011

Terms Of Service

[Optimum Online](#)

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Terms Of Service

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Agreement for iO TV

- Payment of Charges:** Subscriber will be billed monthly in advance for services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber must pay all undisputed monthly charges as itemized on the Cablevision monthly invoice and/or notify Cablevision of disputed items within thirty (30) days of receipt, or such greater amount of time as required by law. Failure to pay charges invoiced may result in discontinuance of service, the removal of all equipment delivered and/or the imposition of a late payment or service charge. An additional charge may be imposed if a check is not honored due to insufficient funds. In the event collection activities are required, an additional collection charge may be imposed.
- Services Provided:** In addition to providing video programming and video-related services, and interactive television services, the Cablevision digital cable box may provide e-mail, e-commerce and other services, as well as access to certain proprietary products of Cablevision. Through e-mail and other functions you may be able to subscribe to or access other Services and transact other forms of electronic commerce (hereinafter collectively "Services"). Subscriber acknowledges that Subscriber may incur charges while using these Services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these Functions). All such charges, including applicable taxes shall be paid by Subscriber to those Services and are not the responsibility of Cablevision.
- Cablevision Property:** All equipment, including but not limited to, any cables, wires, amplifiers, any traditional cable box, digital cable box, access card, remotes, and keyboards distributed to and/or installed for use in the Subscriber's home by or on behalf of Cablevision ("Equipment") remains the property of Cablevision. None of the Equipment shall become a fixture. Subscriber must return all Equipment upon substitution of use or termination of service. Failure to do so will result in a charge to be determined with reference to Cablevision's then current penalty schedule, which amount shall be due immediately. Subscriber agrees to pay such charge whether such Equipment is lost (through theft or otherwise) or destroyed.
- Disruption of Service:** In no event shall Cablevision be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Cablevision's reasonable control. Subject to applicable law, credit will be given for qualifying outages. In any event, if there is a known program or service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to state law), Cablevision, upon prompt notification of such failure or interruption from Subscriber, will either provide Subscriber with a pro-rata credit relating to such failure or interruption or, at its discretion, in lieu of the credit provide alternative programming during any program interruption. Cablevision shall not be liable for any incidental or consequential damages.
- Repair of Cablevision Equipment:** Cablevision will repair and/or replace defective equipment (excluding the replacement of batteries) as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Cablevision is not responsible for the maintenance or repair of Subscriber provided equipment, including but not limited to television sets, VCRs or other video equipment, remote controls, keyboards, stereos or other audio equipment, telephones or A/B switches. A service charge may be imposed if damage to Cablevision Equipment is due to negligent use or abuse or if no fault is discovered in Cablevision's system or Equipment. In addition, an equipment charge may be imposed for the repair or replacement of any lost, stolen or damaged Equipment. Cablevision makes no warranties, with respect to equipment or service provided by Cablevision or with respect to the Equipment's compatibility with any Subscriber owned equipment.
- Subscriber Property:** Cablevision assumes no responsibility for and shall have no responsibility for the condition or repair of any Subscriber provided equipment. Subscriber is responsible for the repair and maintenance of Subscriber provided equipment. Cablevision is not responsible or liable for any loss or impairment of reception of Cablevision's service due in whole or in part to a malfunction or defect in Subscriber provided equipment.
- Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
- Reproduction of Programs:** Subscriber agrees that the programs and other services provided by Cablevision will be utilized solely for Subscriber's personal, non-commercial use and will not be duplicated except in compliance with applicable law.
- Cablevision's Rights:**
 - Cablevision has no obligation to monitor content or services accessible by means of the Cablevision cable system or the digital cable box. However, Subscriber acknowledges and agrees that Cablevision has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation to operate its programming and data information services properly, or to protect itself or its Subscribers.
 - Cablevision shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Cablevision's systems, equipment, and services.
- Care of Cablevision Property:** Subscriber agrees that neither Subscriber nor any other person (except Cablevision's authorized personnel) will open, tamper with service, make any alterations to, or remove any Equipment from its point of initial installation, absent Cablevision's consent. Any alteration, tampering, removal, etc.

or the use of equipment which permits the receipt of services without authorization or the receipt of services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

11. **Access to Subscriber Premises:** Subscriber agrees to provide Cablevision's representatives with access at reasonable times to Subscriber's premises to install, inspect, maintain and/or repair the Equipment supplied by Cablevision and, upon the termination of service, to remove the same from the premises. Cablevision's failure to remove its property shall not be deemed an abandonment thereof.
12. **Assignment or Transfer:** This Agreement and the equipment supplied by Cablevision are not assignable or otherwise transferable by Subscriber.
13. **Termination for Bankruptcy:** Cablevision may terminate its service immediately in the event that Subscriber makes an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
14. **Termination of Service by Subscriber:** Subscriber shall have the right at any time to terminate the service by giving seven (7) days prior written notice to Cablevision. In the event Subscriber elects to terminate the service, Subscriber will pay for such service until the date of disconnection. However, in no event, unless Subscriber fails to keep the scheduled disconnect appointment, shall Subscriber pay for a period greater than seven (7) days after Cablevision receives such written notification of termination.
15. **Breach of Agreement:** If Subscriber breaches this Agreement or fails to abide by Cablevision's rates, rules and regulations, Cablevision at its option may discontinue the service and remove the Equipment. Failure of Cablevision to remove such Equipment shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Cablevision in the event that Cablevision shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
16. **Security Deposit:** Any security deposit given by customer for the Equipment or Cablevision's service will be due and payable upon the first monthly billing. Such security deposits will be returned to customer within sixty (60) days of termination of Cablevision's service so long as payment has been made for all amounts due on customer's account and customer has returned the Cablevision Equipment undamaged.
17. **Programming:** All programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, e-mail, data offerings and other Services are subject to change in accordance with applicable law.
18. **Rates:** All rates are subject to change in accordance with applicable law.
19. **Late Fee:** If your account is 30 days past due, you will see a reminder message on your statement. If your past due balance remains unpaid, you may be charged an applicable late fee on top of your past due balance. If your account remains unpaid, your service may be disconnected. You can avoid any late charges by paying your bill promptly.
20. **Disclaimer:** Cablevision assumes no liability for any program, services or information distributed over the cable system and/or Cablevision's digital cable box unless locally produced by Cablevision. Cablevision shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Cablevision's digital cable box, unless such products, merchandise or prizes are provided directly by Cablevision.
21. **Parental Control:** A Parental Control feature is available for you on both the traditional cable box and the digital cable box, if you want to keep children from watching certain programming. You can place channels under Parental Control by blocking out channel number, and/or, on the digital cable box, by program rating. Please check the manual provided with your service for instructions on how to implement and monitor the Parental Control features. Should you deactivate the Parental Control feature on the traditional cable box, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. You will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that you occasionally verify that your Parental Control feature is activated and operational.
22. **Spending Controls:** Spending Controls, which allow you to control the purchasing of Pay Per View or On Demand movies and events, are available in order to assure authorized use and ordering of these services, either by means of a Purchase Password for telephone requests, by means of a PIN number for ordering through your telephone or your addressable cable box, or by means of the Options and Help menu available on the digital cable box. In some areas, you may be required to pre-select a Purchase Password or PIN number. Please check the manual provided with your service for instructions on how to implement and monitor the Spending Control features. Failure to utilize these features may allow someone to order Pay Per View or On Demand services from your residence without your knowledge. Should this occur, the account holder will remain legally and financially responsible for all charges. Also, should you deactivate these features on the traditional cable box even for one channel or event, this will remove the Purchase Password security for all Pay Per View services. You will have to reprogram the features if you wish to control the ordering of the Pay Per View services. It is recommended that you occasionally verify that your Spending Control features are activated and operational.
23. **Limitation of Liability:** Unless otherwise specifically provided in this Agreement, Cablevision will not be liable to the Subscriber or to any third party for:
 - A. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with the use of Cablevision's Equipment by the Subscriber, Cablevision's services, or any other use of the Services including without limitation, any damage resulting from or arising out of the Subscriber's reliance on or use of Cablevision's digital cable box, Cablevision's services or the Services, or the mistakes, omissions, interruptions, deletion of e-mails, errors, defects, delays in operation, transmission, or any failure of performance of Cablevision's Equipment, including without limitation the digital cable box, Cablevision's services or the Services; and
 - B. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of Cablevision Equipment, Cablevision's services, or the Services by the Subscriber or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.
 - C. This limitation applies to the acts, omissions, negligence and gross negligence of Cablevision, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to a cause of action against Cablevision in contract, tort or any other legal doctrine.
24. **Prohibited Uses:** The Subscriber shall not use Cablevision's Equipment, including without limitation the cable box or digital cable box, Cablevision's services or the Services for illegal or inappropriate activities, including but not limited to:
 - A. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable.
 - B. modifying, disrupting or tampering with Cablevision's Equipment, including but not limited to, tampering with the seal on the digital cable box, the access card or any of Cablevision's services;

- C. restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy any Cablevision service, the Service, or the Internet.
 - D. reselling Cablevision service or services;
 - E. conducting a pyramid or other illegal soliciting scheme; or
 - F. impersonating any person or entity or forging anyone else's digital or manual signature.
25. Engaging in one or more of these activities may result in termination of this Agreement. This section 24 shall not in any way limit Cablevision's rights of termination pursuant to any other provision of this Agreement.
26. **License Requirements:** Subscriber agrees to comply with all end user license requirements relative to any of the Services which Subscriber accesses pursuant to the terms of this Agreement.
27. **Cablevision shall not be Liable for:** Any information sent by the Subscriber utilizing the functions of Cablevision's Digital Set Top Box is sent at the Subscriber's sole risk, and Cablevision shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Subscriber.
28. **Security:**
- A. You are responsible for any misuse of Cablevision's Equipment, Cablevision's service or the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or Subscriber with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to Cablevision's Equipment, services or Services.
 - B. The Equipment, Cablevision's service or the Service may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.
29. **Electronic Mail:**
- A. Cablevision's digital cable box, Cablevision's services or the Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it.
 - B. The digital cable box, Cablevision's service or the Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resource, which uses the services.
 - C. The propagation of chain letters is prohibited, whether or not the recipient wishes to receive such mailings.
 - D. Cablevision is not responsible for the forwarding of e-mail sent to any account which has been suspended or terminated. Such e-mail will either be returned to sender, ignored, deleted, or stored temporarily, at Cablevision's sole discretion.
30. **Violation of Acceptable Use Policy:** Cablevision does not routinely monitor the activity of e-mail or other Internet service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our services. Cablevision prefers to advise Subscribers of inappropriate behavior and any necessary corrective action. However, if Cablevision's Equipment or Cablevision's service or Services are used in a way which Cablevision or its distribution affiliates, in their sole discretion, believe violate this Policy, Cablevision or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, and the immediate suspension or termination of all or any portion of the Internet or data features, services and functionalities. Neither Cablevision nor its distribution affiliates will have any liability for any such responsive actions. The above-described actions are not Cablevision exclusive remedies and Cablevision may take any other legal or technical action it deems appropriate. Cablevision reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Cablevision's servers and network. During an investigation, Cablevision may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.
- You hereby authorize Cablevision and its distribution affiliates to cooperate with
- A. law enforcement authorities in the investigation of suspected criminal violations, and
 - B. system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy.
31. Such cooperation may include Cablevision providing the username, IP address, or other identifying information about a subscriber. Upon termination of an account, Cablevision is authorized to delete any data and e-mail messages associated with such account. The failure of Cablevision or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
32. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of New York.
33. **Privacy Statement:** Please see Cablevision's privacy statement for a detailed outline of Cablevision's video or digital services privacy policies and how they affect your use of Cablevision's Equipment and services.
34. **Data Storage and Retention:** Subscriber agrees to comply with any policies or requirements of Cablevision relating to e-mail storage as established and modified by Cablevision from time to time. Such policies may include but shall not be limited to limitations upon the quantity of e-mails stored, the period of time for which they may be retained, and the length of permissible e-mails.
35. **Entire Agreement:** This Agreement constitutes the entire agreement between the Subscriber and Cablevision for OptimumTV and/or iO services. No undertaking, representation or warranty made by any agent or representative of Cablevision in connection with the sale, installation, maintenance or removal of Cablevision's services or Equipment shall be binding on Cablevision except as expressly included herein. Please see additional terms and conditions for Cablevision's Optimum Online(sm) and other services.
36. **Amendment:** Cablevision may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Cablevision may notify Subscriber of any such changes to this Agreement by posting notice of such changes on using the features of the Cablevision's digital cable box, or sending notice via e-mail or postal mail. The Subscriber's continued use of Cablevision's service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using Cablevision's Equipment and services and notify Cablevision that Subscriber is terminating this Agreement in accordance with Section 14 of this Agreement.

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EXHIBIT 3

(This document has been
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EXHIBIT 4

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EXHIBIT 8

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EXHIBIT 9

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EXHIBIT 10

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EXHIBIT 11

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